NICHOLLS STATE UNIVERSITY

PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038
Fax No. (985) 448-4921

BID NO. **SB01525**

Date: May 14, 2010

EO/AA Employer, M/F/H/V INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions here: 3:00 P.M. on June 03, 2010 and then publicly opened fo State University.	r furnishing the items and/or services as described below for Nicholls Signed Terry G. Dupre				
The right is reserved to reject all or part of your offer as well as to canc	el this entire solicitation Director of Purchasing				
DESCRIPTION					
"Printing of the Student Tabloid Newspaper "The Nich	nolls Worth" as per the attached specifications"				
facsimile. 3. ALL PRICES ARE TO BE QUOTED (THIBODAUX, LA. 4. All prices assumed firm unless otherw unopened. 6. As a state agency, the University is NOT liable the time of issuance of the order. 7. Do not include federal exc	THE ATTACHED FORM AND RETURNED WITH THIS The University cannot accept bids or alterations by wire, phone or COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, is estated. 5. Any bid received after bid closing time will be returned for state sales tax inacted by the State Legislature and in effect at is etax unless requested. 8. Unless otherwise specified all bids shall be LURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE otted will not be allowed.				
Terms will bea	L IN ALL BLANK SPACES and shipment will be made within days of receipt of order.				
In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until)					
Bidder	Signed				
Address	Title				
	Phone ()				
Email	Fax ()				
Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAU Accepted as to items numbered	Date				

Signed

Purchasing Office

P.O. Box 2052 Thibodaux, LA 70310 985.448.4038 Fax: 448.4921



May 14, 2010

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On, <u>June 03, 2010</u>, at 3:00 P.M. for:

"Bid Number SB01525 - Printing of the Student Tabloid Newspaper "The Nicholls Worth"

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specification from Nicholls State University, call (985) 448-4038 or e- mail terry.dupre@nicholls.edu or terry.dupre@nicholls.edu or terry.dupre@nicholls.edu or terry.dupre@nicholls.edu

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2)(D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY THIBODAUX, LOUISIANA

TERRY G. DUPRE Director of Purchasing

TO BE RUN: May 20, 2010

TO BE OPENED: June 03, 2010

STATE OF LOUISIANA NICHOLLS STATE UNIVERSITY THIBODAUX, LOUISIANA

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address:

Nicholls State University

Purchasing Department

P. O. Box 2052

Thibodaux, LA 70310

Delivery:

Nicholls State University Purchasing Department 906 East First Street Room 104 Elkins Hall Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Sealed Envelope: To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.
- 3) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: _____Yes ___X___No

PERFOMRANCE AND
PAYMENT BONDS REQUIRED: _____YES ___X___NO

PURCHASE WILL BE EXECUTED WITH: ______Purchase Order Only
______Purchase Order and Formal Two Party Contract
______Formal Two Party Contract Only

A Member of the University of Louisiana System

NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

SPECIAL CONDITIONS

BID NUMBER: SB01525 BID OPENING: June 03, 2010 at 3:00 PM

In accordance with the Louisiana Revised Status 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

DO YOU CLAIM THIS PREFERENCE?	YES NO
SPECIFY ITEM NUMBER(S)	
Specify location within Louisiana where this assembled:	product is produced, manufactured, grown or

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference.

This preference may be allowed if all of the following conditions are met:

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%
- The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- 3) In cases where more that one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

Nicholls State University Thibodaux, Louisiana

Printing of Tabloid Student Newspaper, The Nicholls Worth Page 1 of 6

I. SCOPE:

Nicholls State University will enter into a contract for the printing and related services, folding, binding and delivery of The Nicholls Worth, the tabloid student newspaper as per these written specifications and requirements. The undersigned, hereinafter called the Bidder, proposes to produce the above mentioned publication hereinafter called the University (The Nicholls Worth), exactly in accordance with the terms, conditions, mechanical, material, service requirements, production schedule and prices set forth.

II. TERMS AND CONDITIONS

A) Proposal:

The University reserves the right to reject any or all bids submitted. All bids received will be evaluated on the basis of:

- 1) Responsiveness and adherence to bid specifications
- 2) Base bid plus optional prices quoted
- 3) Samples, data and documents required representing the quality of work performed by Bidder and his capacity for meeting the needs of the University.

B) Specific numbers:

Any contract made does not guarantee that a specific sum shall be spent, or that any specific number of issues shall be printed.

C) Billing:

All billing shall be in exact accordance with prices quoted in this proposal. For any additional expense or additional work not covered in this proposal, the Bidder will supply a written quotation upon request. No work will be done until the Bidder has received written authorization from the Director of Student Publications for such work.

D) Materials:

Any copy, photos, artwork, disks, or other materials supplied by the Department of Student Publications or purchased in conjunction with the order remain the property of Nicholls State University and must be returned to the University with the printed papers, each week.

Nicholls State University Thibodaux, Louisiana Printing of Tabloid Student Newspaper, The Nicholls Worth Page 2 of 6

E) Confidentiality:

Bidder agrees not to disclose or use for any purpose any information about the news or advertising content of The Nicholls Worth which Bidder has acquired through the process of providing services described in this bid, except as may be required by law or regulation or as a result of this litigation.

F) Period of Contract:

This contract, when awarded, shall cover the period beginning with the first issue published in July 2010 and run through June 2011 (approximately 29 issues). This contract may be extended at the same prices and under the same conditions for two (2) additional twelve- (12) month periods.

III. SAMPLES AND SERVICE REQUIREMENTS:

A) Samples:

Each bidder must submit two (2) sample copies of a printing job for a tabloid publication produced on the Bidder's own equipment and delivered during the past year. Samples must be of similar size and quality to that specified in this proposal and printed on the same paper stock being bid upon. The entire production of the sample must have been completed in the Bidder's own plant. Failure to submit samples when required could result in disqualification or non-consideration of the bid proposal.

B) Capability:

The Director of Student Publications reserves the right to inspect Bidder's facilities before awarding the contract.

C) Representatives:

The Bidder shall have highly trained and knowledgeable specialists who shall be full-time employees of the Printer. They shall be available to answer questions if needed during the pre-press process.

D) References:

Each bidder must provide the names and phone numbers of two (2) customer references to substantiate a well-established reputation in the printing industry.

E) Technical Support and Training:

The Bidder shall provide ongoing technical support and staff training for the Nicholls Worth Student staff. This includes, but is not limited to, a training held each August for staff members responsible for configuring and submitting pages for printing, computer monitor calibration and setting adjustment on a semi-annual basis, and training for staff on pre-press issues.

Nicholls State University Thibodaux, Louisiana Printing of Tabloid Student Newspaper, The Nicholls Worth Page 3 of 6

F) Acceptance:

Workmanship and delivery must be of the highest quality and acceptable to The Nicholls Worth and comparable to samples submitted by Bidder. If the printing quality of the newspaper is not up to industry standards, then the Bidder and the Director of Student Publications will meet immediately to discuss the problem. If the problem continues, it could be grounds for monetary compensation.

IV. MECHANICAL AND MATERIAL REQUIREMENTS:

A) Size of Page:

Image area is 10 inches wide by 13 inches high, unless otherwise stated.

B) Quantity:

Fall and spring base: 5,500. Summer runs are usually 2,500. Bidder should quote the manufacturing cost of the first 1,000 copies, including any makeup plus multiple thousands. The University is not obligated to procure the full quantity(s) indicated; however, the price quoted must remain firm should the purchase be more or less. Requirements may exceed the quantity(s) shown, and the successful bidder will be required to furnish additional quantities ordered.

C) Number of pages:

Usually averages 20-24 during the fall and spring, but quote also for 8 through 48 pages. (See bid form attached.)

D) Pre-press:

The University shall submit all pages electronically in PDF form. It is the Bidder's responsibility to configure all appropriate settings on the Nicholls Worth's computers so that the pages may be electronically transferred to Bidder for printing.

E) Software:

The pages will be produced on Apple computers using Adobe Creative Suite (Adobe In-Design, Adobe Photoshop, Adobe Acrobat, Adobe Illustrator). Software must interface directly with Bidder's equipment so that Bidder does not redo layouts or re-keyboard type.

Nicholls State University Thibodaux, Louisiana

Printing of Tabloid Student Newspaper, The Nicholls Worth Page 4 of 6

F) Fonts:

The Nicholls Worth will provide fonts with the job as needed.

G) Frequency:

Weekly on Thursdays during the academic year beginning in August. Exceptions include fall break week, Thanksgiving week, the week of Mardi Gras and the week of spring break. Biweekly during the summer session. A tentative publication schedule may be obtained from the Director of Student Publications and Printing.

H) Stock:

30# or better, standard white offset newsprint. Sample stock must be submitted with bid.

I) Ink:

Low rub ink or no-rub ink is preferred.

J) Color:

Bidder shall quote spot color as price per broadsheet or tab page for one, two, three and four standard colors in addition to black. Process color should be quoted based on separations being provided to Bidder. Indicate here how process color and spot color differ in Bidder's plant:

K) Four Color:

All four-color will be provided with the rest of the paper unless otherwise indicated in this bid.

L) Color configuration chart:

If requested, Bidder must provide The Nicholls Worth with an easy-to-understand press configuration chart to be used by the Nicholls Worth in determining configurations for printing color on tabloid pages.

Nicholls State University Thibodaux, Louisiana

Printing of Tabloid Student Newspaper, The Nicholls Worth Page 5 of 6

M) Color selection:

Bidder must indicate if there are any colors that may not be selected.

V. PRODUCTION SCHEDULE:

A) Newspaper pick-up:

The Nicholls Worth staff will submit PDFs of all pages via the designated electronic delivery system by 1:00 a.m. on the Thursday of publication. Should the Nicholls Worth fail to meet the 1:00 a.m. deadline, the amount of time after the deadline may be added to the allowed delivery time, if necessary. If the Nichols Worth is more that four (4) hours past the 1:00 a.m. deadline, the Bidder may add two (2) hours per each hour of delay.

B) Delivery:

The base bid requires that the Bidder bundle printed papers in bundles of 100 for papers 8-28 pages in length, or bundles of 50 for papers larger than 28 pages in length. Printed copies of the newspaper should be delivered to The Nicholls Worth office on Ardoyne Drive on the Nicholls State University campus no later than 8:00 a.m. on the Thursday of publication. The Bidder must notify the Director of Student Publications immediately of any delay, mechanical or otherwise. Bidder may contract with a third party to provide delivery services in accordance with these specifications.

C) Penalties for late delivery:

Bidder shall be assessed a \$50.00 penalty for every hour or portion thereof that the Bidder is late delivering newspapers beyond any extension allowed for, stated in A of Section Five (V) above, due to missing the 1:00 A.M. deadline.

VI. TERMS OF PAYMENT:

A) - Bidder's responsibility for advertising matter:

Bidder agrees to deduct from billing the equivalent of printed space for which The Nicholls Worth makes adjustments to advertisers for unacceptable graphic quality for which printer is responsible.

B) It is the Bidder's responsibility for quality. Bidder agrees to deduct from billing the equivalent cost of color, or reprint the damaged papers, if the Director of Student Publications deems the color quality to be unacceptable. The Bidder shall also agree to deduct from billing or reprint damaged papers if graphic quality is unacceptable due to bidder's technology or equipment.

Nicholls State University Thibodaux, Louisiana Printing of Tabloid Student Newspaper, The Nicholls Worth Page 6 of 6

B) Additional charges:

No member of The Nicholls Worth staff may enter into any additional cost item, including options, without a written proposal/estimate of charges prepared by Bidder's representative and approved in writing by Director of Student Publications. Failure to obtain written authorization for any such charges shall release the University from any financial, legal or moral obligation to pay such charges.

C) Equal:

Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Where a substitution is to be made, the Director of Student Publications must agree in writing. Nicholls State University shall be the sole judge as to whether the material offered is equal to that specified.

D) Verbal agreements:

It is understood that there are no verbal agreements or conditions attached to this proposal and the contract resulting from the acceptance of this proposal by the University. This shall not be construed to prevent The Nicholls Worth from subsequent changes or additions to the publication after the agreement by both parties has been signed, such alterations to be mutually agreed upon by the Bidder and the University.

E) Overtime:

No overtime shall be charged by the Bidder unless prior approval, confirmed in writing, is: secured by the Director of Student Publications.

BID FORM

Nicholls State University Thibodaux, Louisiana Printing of Tabloid Student Newspaper, The Nicholls Worth Page 1 of 2

Section 1. Base Price

For standard tabloid newspaper, printed in black ink.

Number of Pages	Cost First 1,000	Cost Each Additional 1,000
8 Page Tabloid		
12 Page Tabloid		
16 Page Tabloid		
20 Page Tabloid		1
24 Page Tabloid		
28 Page Tabloid		
32 Page Tabloid		
36 Page Tabloid		
40 Page Tabloid		
44 Page Tabloid		
48 Page Tabloid		

BID FORM

Nicholls State University Thibodaux, Louisiana Printing of Tabloid Student Newspaper, The Nicholls Worth Page 2 of 2

Section 2. Cost Color Ink

(a)	Additional cost for One color ink / Per two-page tabloid plate For color ink in addition to black	Cost First 1000	Additional 1000
(b)	Additional cost for Two color ink / Per two-page tabloid plate For color ink in addition to black		
(c)	Additional cost for Three color ink / Per two-page tabloid plate)	
	For color ink in addition to black		
(d)	Additional cost for Four color ink / Per two-page tabloid plate		
For	color ink in addition to black		
(e)	Color ink when a color is substituted for black and black		
is n	ot used, if any.		
Sec	etion 3. Discount		
Ind	icate any other discounts, which may be available:		
sep	other costs for the services to be provided in accordance with the arately. Bids should also include any alternative terms or provision chapter contractors wish to submit for consideration in the submit for consideration i	ons, including electron	nic submission,
The	above proposal is submitted by:		
	NAME OF FIRM:		
	BY		
	SIGNATURE		
	TITLE		
	DATE		